

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Satisfaction Of Second Mortgage (6)

DEPARTMENT: Planning & Development **DIVISION:** Community Resources

AUTHORIZED BY: Donald Fisher **CONTACT:** Annie Knight **EXT.** 7364

Agenda Date 08/12/2003 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute (6) Satisfaction of Second Mortgages for households assisted under the SHIP Program's Home Ownership Assistance Program.

BACKGROUND:

On November 9, 2001 Seminole County assisted Colleen A. Harewood with down payment assistance in the amount of \$1,444.00 to purchase a home in Seminole County. The unit was recently sold. At the closing, a check was issued to the County to satisfy the County's mortgage on the unit (see attached).

On April 8, 1999 Seminole County assisted Debra Eirmann with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The unit was recently refinanced. At the closing, a check was issued to the County to satisfy the County's mortgage on the unit (see attached).

On August 31, 1999 Seminole County assisted Kirsten Nicole Brotsch with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The unit was recently refinanced. At the closing, a check was issued to the County to satisfy the County's mortgage on the unit (see attached).

On August 25, 1997 Seminole County assisted Elnora A. Chapman with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Elnora A. Chapman resided in the house for a ten year period. However, Elnora A. Chapman breached the mortgage agreement by applying to refinance her home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current

Reviewed by:	<u>KZC</u>
Co Atty:	<u>KZC</u>
DFS:	<u>CR</u>
Other:	<u>CR</u>
DCM:	<u>KZC</u>
CM:	<u>KZC</u>
File No.	<u>-cpdc01</u>

HUD policy limits the loan forgiveness period to five years. Elnora A. Chapman did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Elnora A. Chapman. (see attached).

On June 24, 1994 Seminole County assisted Michael Roberts with down payment assistance in the amount of \$3,000.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Michael Roberts resided in the house for a twenty year period. However, Michael Roberts breached the mortgage agreement by applying to refinance his home prior to this twenty year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Michael Roberts did reside in his house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Michael Roberts. (see attached).

On April 17, 1998 Seminole County assisted Joshua Strobridge with down payment assistance in the amount of \$3,500.00 to purchase a home in Seminole County. The Second Note and Deed provided that this loan would be forgiven in full and a release would be granted by Seminole County if Joshua Strobridge resided in the house for a ten year period. However, Joshua Strobridge breached the mortgage agreement by applying to refinance his home prior to this ten year period. Pursuant to the terms of the mortgage, in the event of a default, current HUD loan forgiveness policies shall apply. The current HUD policy limits the loan forgiveness period to five years. Joshua Strobridge did reside in the house for five years. As such, staff recommends that the Board issue a Satisfaction of Mortgage for Joshua Strobridge. (see attached).

Staff is now requesting the Board to approve and execute the attached Satisfaction of Second Mortgages on the units to remove the now-satisfied liens.

SATISFACTION OF SECOND MORTGAGE

This document is signed by Seminole County, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the 9th day of November, 2001 from Colleen A. Harewood, a single person, Mortgagor to Seminole County, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of One Thousand Four Hundred forty four and no 00/100 (\$1,444.00) which mortgage is recorded in Official Records Book 4246, Page 12, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of One Thousand Four Hundred Forty Four and no 00/100 (\$1,444.00) secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges full payment and satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this ____ day of August, 2003.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By: _____
Daryl G. McLain, Chairman

Date: _____

For the use and reliance
Of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by the
Board of County Commissioners
at their _____,
2003, regular meeting.

County Attorney



WARNING DO NOT CASH THIS CHECK
UNLESS YOU CAN SEE THE WORD "SAFE"
IN THE BACKGROUND. HOLD AT AN ANGLE
TO VERIFY.

026478

FILE Alfredo Colon
Re: NAME 413 Basewood Lane

FILE NUMBER
0305815

DATE
06/27/03

63-1/630
DOLLARS CENTS
1,444.00

PAY ****ONE THOUSAND FOUR HUNDRED FORTY FOUR DOLLARS AND NO CENTS

DOLLARS

┐ Seminole County

TO THE
ORDER
OF

L

WACHOVIA

**VOID AFTER 120 DAYS
ESCROW ACCOUNT 09092**

AUTHORIZED SIGNATURE

MP

AUTHORIZED COUNTERSIGNATURE

MP

⑈026478⑈ ⑆063000021⑆ 2000007803596⑈



Payoff of second mortgage

**THIS IS NOT
A CHECK**

1,444.00 026478

FILE
Re: NAME

PAY

┐

TO THE
ORDER
OF

L

WACHOVIA

RE: Alfredo Colon

FILE NUMBER

DATE

63-1/630
DOLLARS CENTS

DOLLARS

NON-NEGOTIABLE
TOTAL: \$ *****1,444.00
NATIONAL HEADQUARTERS COPY

Seminole County Homeownership Assistance Program

Second Mortgage Deed

THIS SECOND MORTGAGE DEED is hereby made and entered into the 09th day of November 2001 by and between Colleen A. Harewood, a single person. Therein after referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$1,444.00) hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances except:

A purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.165(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.P. HOMEOWNERSHIP
ASSISTANCE PROGRAM -
ATTN: CHERI WIGHT
226 N. WESTMONTE DR., STE#1074
ALTAMONTE SPRS. FL 32714

Book 4246
Pg. 12

FILE NUM 2001792868
OR BOOK 04246 PAGE 0013

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

"FURTHER, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title".

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

2 of 5

FILE NUM 2001792868
OR BOOK 04246 PAGE 0014

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of One Thousand Four Hundred Forty-four Dollars & 00/100 (\$1,444.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns and excluding the Mortgagor or a related entity or person to the Mortgagor, receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of his Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this Land. If any provision of this Second Mortgage Deed shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.

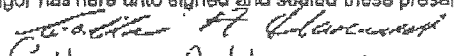
IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.


Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____


Colleen A. Harwood
Print Name: Colleen A. Harwood
412 Rosewood Lane
Altamonte Springs, Florida 32701

Print Name: _____

Print Name: _____

Print Name: _____

FILE NUM 2001792868
OR BOOK 04246 PAGE 0016

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 34, Granada South, according to the plat thereof as recorded in Plat Book 15, Page 100, of the
Public Records of Seminole County, Florida.

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FILE NUM 2001792868
OR BOOK 04246 PAGE 0017

Seminole County Homeownership Assistance
Program
EXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: \$1,444.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of **One Thousand Four Hundred Forty-four Dollars & 00/100 (\$1,444.00)**. The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten (10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

FILE NUM 2001792868
OR BOOK 04246 PAGE 0018

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:

AFTER RECORDING RETURN TO:
S.H.P. HOMEOWNERS
ASSISTANCE PROGRAM -
ATTN: CHERI WIGHT
230 N. WESTMONTE DR., STE#1274
ALTAMONTE SPRS, FL 32714

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage. If any provision of this Second Mortgage Note shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First Mortgage shall govern.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

FILE NUM 2001792868
OR BOOK 04246 PAGE 0019

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Colleen A. Harewood
Print Name:

Colleen A. Harewood
Print Name: Colleen A. Harewood
412 Basswood Lane
Altamonte Springs, Florida 32701

Print Name:

Print Name:

Print Name:

Print Name:

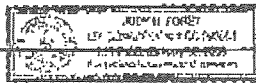
Print Name:

Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 09th day of November, 2001 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Colleen A. Harewood and , who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced as identification and who did/ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.



Judy M. Foret
Name:
Notary Public
Serial Number
Commission Expires:

FILE NUM 2001792846
OR BOOK 04246 PAGE 0020

EXHIBIT "A"

Lot 34, Granada South, according to the plat thereof as recorded in Plat Book 15, Page 100, of the
Public Records of Seminole County, Florida.

Legal Description
File No.: WPT2586

SATISFACTION OF SECOND MORTGAGE

This document is signed by Seminole County, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the 8th day of April, 1999 from Debra Eirmann, a single person, Mortgagor to Seminole County, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00) which mortgage is recorded in Official Records Book 3629, Page 0905, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00) secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges full payment and satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this ____ day of April, 2003.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By: _____
Daryl G. McLain, Chairman

Date: _____

For the use and reliance
Of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by the
Board of County Commissioners
at their _____,
2003, regular meeting.

County Attorney

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK.
THE FRONT OF THE DOCUMENT HAS A HOLOGRAM & THERMOCHROMIC INK. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

Wachovia Bank, National Association
Retail Credit Sales Support Funding
8740 Research Drive
Charlotte, North Carolina 28262

Official  Check

CHECK NO. 180299506

16-4220
1220

PAY *Three thousand five hundred dollars and zero cents*

TO THE

ORDER OF
ATTN:

SEMINOLE CTNY COMMUNITY DEVELOPMENT OFC
ANNIE W KNIGHT, MTG TECHNICAL SPECIALIST
1101 EAST 1ST STREET
SUITE 3301
SANFORD

DATE 06/18/2003

AMOUNT \$3,500.00

\$3,500.00
DOLLAR THREE COMMA FIVE ZERO ZERO PERIOD ZERO ZERO

FL 32771-0000

RE: Customer DEBRA L EIERMANN
V# 0312500850
Payoff Account Number - SHIP AGREEMENT
Purpose MORTGAGE PAYOFF

Issued By: Travelers Express Company, Inc.
P.O. Box 9476 Minneapolis, MN 55480
Drawee: Boston Safe Deposit & Trust Co.
Boston, Massachusetts

VOID IF NOT CASHED WITHIN 180 DAYS

DRAWER: Wachovia Bank, National Association


AUTHORIZED SIGNATURE



Security
Features
Details on
Back

⑈ 180 299 506 ⑈ ⑆ 011007092 ⑆ 0160010394764 ⑈ 77799

Seminole County Homeownership**Assistance Program****Second Mortgage Deed**

Return to:

METRO TITLE
480 E. Semoran Blvd., Suite 102
Casselberry, FL 32707

LALAPO

THIS SECOND MORTGAGE DEED is hereby made and entered into the 8th day of APRIL, 1999 by and between Debra Eiermann, a single person, hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(G), FLORIDA STATUTES

This instrument was prepared by:
~~AFTER RECORDING RETURN TO:~~
S.H.I.P. HOMEBUYER ASSISTANCE
PROGRAM - ATTN: SHARON SELF
4590 S. HWY 17-82
CASSELBERRY, FL 32707

1 of 5

1/22/01

notarizing doc.

OFFICIAL RECORDS
BOOK PAGE

3629 0905

MARYANNE HORSE
CLERK OF CIRCUIT COURT

350759

99 APR 14 PM 1:55

SEMINOLE COUNTY, FL
RECORDED & VERIFIED

OFFICIAL RECORDS
BOOK PAGE

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or hereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

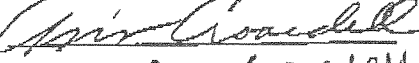
OFFICIAL RECORDS
BOOK PAGE

3629 0907

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS. Mortgagor shall repay the loan amount of Three Thousand Five Hundred dollars and 00/100 (\$3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.



Print Name: Ann Croasdel



Print Name: PAT O'REILLY

Print Name:

Print Name:



Print Name: Debra Eiermann EIERMANN

2365 Fleming Way
Winter Park, FL 32792

Print Name:

Print Name:

Print Name:

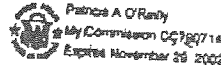
OFFICIAL RECORDS
BOOK PAGE
3629 0908
SEMINOLE CO. FL

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 14th day of APRIL, 1999
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared DEBRA EIERMANN
and _____, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced DRIVER LICENSE as identification and who did/
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.


Name: _____
Notary Public
Serial Number _____
Commission Expires: _____



OFFICIAL RECORDS
BOOK PAGE
3629 0909
SEMINOLE CO. FL

EXHIBIT "A"
LEGAL DESCRIPTION

LOT 245, WINDWARD SQUARE SECTION THREE, ACCORDING TO THE PLAT THEREOF AS
RECORDED IN PLAT BOOK 22, PAGES 28 AND 29, OF THE PUBLIC RECORDS OF SEMINOLE
COUNTY, FLORIDA.

OFFICIAL RECORDS
BOOK PAGE**Seminole County Homeownership** 0910
Assistance Program SEMINOLE CO. FL**EXHIBIT "B"**
SECOND MORTGAGE NOTEAMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of **Three Thousand Five Hundred Dollars and 00/100 (\$3,500.00)**. The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

OFFICIAL RECORDS
BOOK PAGE

3629 0911

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.P. HOMEBUYER ASSISTANCE
PROGRAM - ATTN: SHARON SELE
4580 S. US HWY 1
CASSELBERRY, FL 32707

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

OFFICIAL RECORDS
BOOK PAGE

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name:

Ann Croasdale

Print Name: Debra Eirmann

Debra Eirmann

Print Name:

Ann Croasdale

Print Name:

Print Name:

Pat O'Reilly

Print Name:

Print Name: PAT O'REILLY

Print Name:

STATE OF FLORIDA
COUNTY OF SEMINOLE

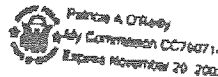
I HEREBY CERTIFY that on this 8th day of APRIL, 1999 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared DEBRA EIERMANN Eirmann and Ann Croasdale, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced DRIVER LICENSE as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name:
Notary Public
Serial Number
Commission Expires:



3 of 3

7/28/07
notarysig.doc

Refer to:

HUDO TITLE
460 S. Semoran Blvd., Suite 101
Casselberry, FL 32707
Applicant(s):

SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT
DEBRA EIERMANN

Property Address: 2365 FLAMINGO WAY, WINTER PARK, FL 32792

This Agreement is entered into this 2ND day of MARCH, 1999, by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and DEBRA EIERMANN, A SINGLE PERSON,

(hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$3,500.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through Greater Seminole County Chamber of Commerce has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

3629 0913 300760
SEMINOLE CO. FL
OFFICIAL RECORDS
CLERK OF CIRCUIT COURT

93 APR 14 PM 1:56
INDEXED & VERIFIED
CLERK OF CIRCUIT COURT

2. RECORDS AND REPORT

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten (10) years.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties herein, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS:

Mary Montanari
Mary Montanari
 WITNESSES AS TO HOMEBUYER(S):
Margaret Eiermann
Robert Eiermann
Debra Lynn Eiermann

Gary E. Kaiser
 Gary E. Kaiser County Manager
4590 S. Highway 17-82
Seaside, FL 32082
 Date: 05/15/03

HOMEBUYER

Debra Lynn Eiermann
2245 Flamingo Way
Winefield, FL 32082
 Date: 05/15/03

NOTARY AS TO HOMEBUYER(S):

SEMINOLE COUNTY, FLORIDA

STATE OF FLORIDA)

COUNTY OF)

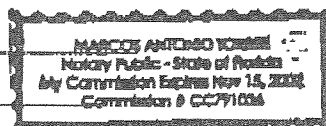
The foregoing instrument was acknowledged before me this 05 day of March, 1999,
 by Debra Lynn Eiermann, who is personally known to me or who has produced
Driver's License as identification.

Print Name MARLESA TORRES

Notary Public in and for the County and State Aforementioned.

My commission expires: Nov. 15, 2004

F:\unreg\home\pign



Document Prepared By
and-Record-For
 (AFTER RECORDING)

6 H.P. Home Ownership Assistance Program
 c/o The Greater Seminole County
 Chamber of Commerce
 4590 South Highway 17-82
 Seaside, FL 32082

1/6/97

3629 0915
 SEMINOLE CO. FL
 JEFFREY RECORDS
 300K PAGE

SATISFACTION OF SECOND MORTGAGE

This document is signed by Seminole County, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the 31st day of August, 1999 from Kirsten Nicole Brotsch, a single person, Mortgagor to Seminole County, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00) which mortgage is recorded in Official Records Book 3718, Page 0797, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00) secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges full payment and satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this ____ day of August, 2003.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By: _____
Daryl G. McLain, Chairman

Date: _____

For the use and reliance
Of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by the
Board of County Commissioners
at their _____,
2003, regular meeting.

County Attorney

CFT
Central Florida Title

3733 Lake Emma Rd.
Lake Mary, Florida 32746
(407) 805-8861

Suntrust Bank, Miami
Sun Center
777 Brickell Avenue
Miami, FL 33131-2803

5016081

FILE #
850030163-JC

DATE
6/18/2003

63-60/660

PAY Three Thousand Five Hundred and 0/100

\$3,500.00
Void after 90 days

TO THE ORDER OF SEMINOLE COUNTY COMMUNITY DEVELOPMENT
1101 EAST 1ST STREET
SUITE 3301
SANFORD FL 32771

TRUST ACCOUNT

MEMO Ref:



⑈ 5016081⑈ ⑆066000604⑆ 0189001203294⑈



RUB OR BREATHE ON THE PINK LOCK & KEY ICONS - COLOR WILL CHANGE ON AN AUTHENTIC CHECK - IF COLOR DOES NOT CHANGE DO NOT ACCEPT

850030163-JC

6/18/2003

5016081

Ref:

125 DEER SONG DRIVE, WINTER SPRINGS, FL 32708

Net Payoff to SEMINOLE COUNTY COMMUNITY DEVELOPMEN 3500.00

SEMINOLE COUNTY COMMUNITY DEVELOPMENT
1101 EAST 1ST STREET
SUITE 3301
SANFORD FL 32771

**Seminole County Homeownership
Assistance Program
Second Mortgage Deed**

Record & Return To:

DEL MAR TITLE COMPANY
3733 Lake Emma Road
Lake Mary, Florida 32746

File # D199-32E039

THIS SECOND MORTGAGE DEED is hereby made and entered into the 31st day of August 1999 by and between Kirsten Nicole Brotsch, a single person, hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.186(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEOWNERSHIP
ASSISTANCE PROGRAM -
ATTN: CHERI WIGHT
236 N. WESTMONTE DR., STE 1024
ALTA MONTE SPRS, FL 32714

430735

5 SEP 2 PM 1999

3718 0789

OFFICIAL RECORDS
BOOK PAGE

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Not hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

-FURTHER, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title".

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either, to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

3718 0790
 SEMINOL
 BOOK PAGE
 OFFICIAL RECORDS


Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

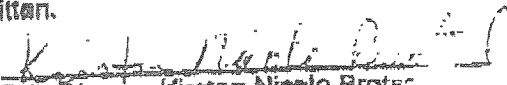
Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. **THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS.** Mortgagor shall repay the loan amount of Three Thousand Five Hundred Dollars and 00/100 (\$3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

In the event of a foreclosure or a deed in lieu of foreclosure of the First Mortgage, any provision herein restricting the use of the Property or restricting the Mortgagor's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns and excluding the Mortgagor or a related entity or person to the Mortgagor, receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the First Mortgage holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of his Second Mortgage shall automatically terminate upon the First Mortgage holder's acquisition of title.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this Land. If any provision of this Second Mortgage Deed shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First mortgage shall govern.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.


Print Name: Alison Creasman


Print Name: Kirsten Nicole Broter
125 Deersong Lane
Winter Springs, FL 32708

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____


Print Name: _____

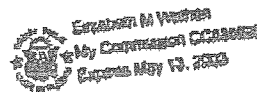
Print Name: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 31st day of August, 1999
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared Kirsten Nicole Strach
and _____ who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced _____ as identification and who did/
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.


Name: _____
Notary Public ELIZABETH M. WATHEN
Serial Number _____
Commission Expires: _____



OFFICIAL RECORDS
BOOK PAGE
3718 0792
SEMINOLE CO. FL

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 113, Deersons 2, as per plat thereof recorded in Plat Book
46, Pages 27, 28 and 29, of the Public Records of Seminole County,
Florida.

OFFICIAL RECORDS
BOOK PAGE
3718 0793
SEMINOLE CO. FL

Seminole County Homeownership

Assistance Program

EXHIBIT "B"

SECOND MORTGAGE NOTE

AMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Three Thousand Five Hundred Dollars & 00/100 (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of eve date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.P. HOMEOWNERSHIP
ASSISTANCE PROGRAM -
ATTN: CHERI WIGHT
230 N. WESTMONTE DR. STE#1874
ALTAMONTE SPRING, FL 32714

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

OFFICIAL RECORDS
 BOOK PAGE
 3718 0795
 SEMINOLE CO. FL

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recap, provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage. If any provision of this Second Mortgage Note shall conflict with any provision of the First Note or First Mortgage, the provision as set forth in said First Note or First Mortgage shall govern.

This Note is secured by a Mortgage on real estate, of even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Elizabeth M. Wathen
Print Name: ELIZABETH M. WATHEN

Kirsten Nicole Brotsch
Print Name: Kirsten Nicole Brotsch

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

SEMINOLE CO. FL

3718 0796

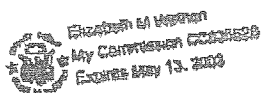
OFFICIAL RECORDS
BOOK PAGE

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 31st day of August, 1999 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Kirsten Nicole Brotsch and _____, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced _____ as identification and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Elizabeth M. Wathen
Name: ELIZABETH M. WATHEN
Notary Public
Serial Number
Commission Expires:



**SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT**

Applicant(s): **Kristen Brotsch**
Property Address: **125 Deersong Drive, Winter Spgs. FL 32708**

This Agreement is entered into this 14th day of August, 19 99 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and Kristen Brotsch, a single person, (hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$3,500.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CF. 41 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through Greater Seminole County Chamber of Commerce has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

6. HOUSING AND QUALITY STANDARDS

OFFICIAL RECORDS
BOOK PAGE

3718 0797

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing ☐ Applicable ☒ Not Applicable (one unit)
- b) Environmental review ☐ Applicable ☒ Not Applicable
- c) Displacement, relocation and acquisition
 - ☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
 - ☒ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice).
- d) Lead paint
 - ☐ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)
 - ☒ Not Applicable (Unit built during or after 1978.)
- e) Conflict of interest - no conflict found
- f) Disbarment and suspension - not applicable
- g) Flood Insurance
- h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

Enforcement of the agreement

OFFICIAL RECORDS
BOOK PAGE
3718 0798
SEMINOLE CO. FL

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten (10) years.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS:

Mary Matthews

WITNESS AS TO HOMEBUYER(S):

Kirsten Prosch
John M. Prosch

J. Kevin Grace, County Manager

Date: 8-24-99

HOMEBUYER

Kirsten Prosch

Date: 8-14-99

NOTARY AS TO HOMEBUYER(S):
SEMINOLE COUNTY, FLORIDA

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me this 14 day of August 1999,
by Kirsten Prosch, who is personally known to me or who has produced
as identification.

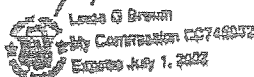
Linda G. Bream

Print Name LINDA G. BREAM

Notary Public in and for the County and State Aforementioned.

My commission expires: 7/1/2002

Notary Public for the State of Florida



62

Document Prepared By
and Return To:
(AFTER RECORDING)

S.H.P. Home Ownership Assistance Program
c/o The Greater Seminole County
Chamber of Commerce
230 N. Westmonte Dr.
Ste#1976
Alt. Spgs, FL 32714

OFFICIAL RECORDS
BOOK PAGE

SEMINOLE

3718 0799

SATISFACTION OF SECOND MORTGAGE

This document is signed by Seminole County, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the **25th** day of **August, 1997** from **Elnora A. Chapman**, a single woman, Mortgagor to Seminole County, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of **Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00)** which mortgage is recorded in Official Records Book **3288**, Page **1212**, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of **Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00)** secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this ____ day of **August** 2003.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By: _____
Daryl G. McLain, Chairman

Date: _____

For the use and reliance
Of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by the
Board of County Commissioners
at their _____,
2003, regular meeting.

County Attorney

Seminole County Homeownership Assistance Program**Second Mortgage Deed**

THIS SECOND MORTGAGE DEED is hereby made and entered into the
 25th day of August 1997, by and between Elvora A. Chapman, a
 single woman hereinafter referred to as the "Mortgagor" and Seminole County, a political
 subdivision of the State of Florida whose address is 1101 East First Street, Sanford,
 Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee"
 include all parties to this instrument, the heirs, legal representatives
 and assigns of individuals and the successors and assigns of
 corporations; and the term "note" include in all the notes herein
 described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in
 consideration of the aggregate sum named in the Second Mortgage Note of even date
 herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains,
 sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of
 which the Mortgagor is now seized and in possession situated in Seminole County,
 Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments
 and appurtenances thereto belonging, and the rents, issues and profits thereof, unto
 the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly
 seized of said land in fee simple; that the Mortgagor has good right and lawful authority
 to convey said land as aforesaid; that the Mortgagor will make such further assurances
 to perfect the fee simple title to said land in the Mortgagee as may reasonably be
 required; that the Mortgagor hereby full warrants the title to said land and will defend
 the same against the lawful claims of all persons whomsoever; and that said land is free
 land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY
 AND IS EXEMPT FROM PAYMENT OF INTANGIBLE
 PERSONAL PROPERTY TAX AND DOCUMENTARY
 STAMP EXCISE TAX ON DOCUMENTS PURSUANT
 TO SECTIONS 420.513(1) AND 199.185(1)(d),
 FLORIDA STATUTES

RETURN TO:

SUNBELT TITLE AGENCY
 240 Crown Oak Centre Drive
 Longwood, Florida 32750

1 of 5

This instrument was prepared by:
 AFTER RECORDING RETURN TO:
 S.H.L.P. HOMEBUYER ASSISTANCE
 PROGRAM - ATTN: SHARON SELF
 4590 S. HWY 17-92
 CASSELBERRY, FL 32707

OFFICIAL RECORDS
 BOOK 3288 1212
 SEMINOLE CO. FL

LU 95507-023

7/24/97
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ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage Note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default. In the event of foreclosure, the Mortgagee reserves the right of first refusal on the land as described in Exhibit "A."

PROVIDED ALWAYS, that said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Note hereinafter substantially copied or identified, to-wit:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

AND the Mortgagor shall perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants therein and of this Second Mortgage, and if not, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and Second Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including attorney's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, or either; to perform, comply with and abide by each and every of the agreements, stipulations, conditions and covenants of said note and the Second Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Second Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Second Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this Second Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Second Mortgage accrued or thereafter accruing.

Provided that, as set forth in the Second Mortgage Note attached hereto as Exhibit "B" no payments shall be required on the Second Mortgage as long as the land remains occupied by the Mortgagor, and said land is not sold, leased, rented or subleased.

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. **THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS.** Mortgagor shall repay the loan amount of Three thousand, five hundred & no/00 dollars (\$3,500.00) to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.



Print Name: Paul H. Osborn



Print Name: Elvora A. Chapman



Print Name: _____

Print Name: _____

Print Name: _____


Print Name: _____

OFFICIAL RECORDS
BOOK 3288 PAGE 1214
SEMINOLE CO. FL

COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 25th day of August, 1997
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared Elnora A. Chapman
and _____, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced _____ as identification and who did/
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.


Name: _____
Notary Public
Serial Number _____
Commission Expires: _____



OFFICIAL RECORDS
BOOK
3288 1215
SEMINOLE CO. FL

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 25 and the West 26 feet of Lot 24, Block G,
LONGWOOD PARK, according to the plat thereof as
recorded in Plat Book 11, pages 8,9 and 10, public
records of Seminole County, Florida

OFFICIAL RECORDS
BOOK 1216
3288
SEMINOLE CO. FL

4576.00

Seminole County Homeownership Assistance ProgramEXHIBIT "B"
SECOND MORTGAGE NOTE

AMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of Three thousand, five hundred & no/00 (\$3,500.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

RETURN TO:
SUNBELT TITLE AGENCY
240 Crown Oak Centre Drive
Longwood, Florida 32750

1 of 3

LW-9354P (B)

093559

1997 AUG 28 PM 1:35

RECORDED & VERIFIED

OFFICIAL RECORDS
BOOK 3288 PAGE 1206
SEMINOLE CO. FL7/29/97
notemig.doc

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.183(1)(d), FLORIDA STATUTES.

Sharon Self
This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.L.E. HOMEBUYER ASSISTANCE
PROGRAM - ATTN: SHARON SELF
4501 E. US HWY 1
CASSELBERRY, FL 32707

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

3283 1207
SEMINOLE CO. FL
OFFICIAL RECORDS

CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.

Each person liable hereon, whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereto signed and sealed these presents the day and year first above written.

Sharon A. Howard
 Print Name: Sharon A. Howard

Print Name: SHARON A. HOWARD

Print Name: _____

Print Name: _____

Elnora A. Chapman
 Print Name: Elnora A. Chapman
1936 Lee Rd Ste 101
Winter Park, FL 32789

Print Name: _____

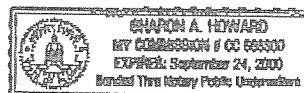
OFFICIAL RECORDS
 BOOK 288 1208
 SEMINOLE CO. FL

STATE OF FLORIDA
 COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 25th day of August, 1997, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Elnora A. Chapman and _____, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.

Name: Sharon A. Howard
 Notary Public
 Serial Number
 Commission Expires:



SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

OFFICIAL RECORDS
BOOK PAGE
3288 1209
SEMINOLE CO. FL

Applicant(s): Elinora A. Chapman
340 Howard Blvd.
Property Address: Longwood, FL 32750

This Agreement is entered into this 29th day of June, 1997, by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32777 (hereinafter "COUNTY") and Elinora A. Chapman, a single person.

(hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$3,500.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (80% when used with SHIP funds) of the median sales price of the area. The COUNTY through, Greater Seminole County Chamber of Commerce, has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

6. HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

7. OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing ☐ Applicable ☒ Not Applicable (one unit)
- b) Environmental review ☐ Applicable ☒ Not Applicable
- c) Displacement, relocation and acquisition
 - ☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).
 - ☒ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice).
- d) Lead paint
 - ☒ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)
 - ☐ Not Applicable (Unit built during or after 1978.)
- e) Conflict of Interest - no conflict found
- f) Disbarment and suspension - not applicable
- g) Flood insurance
- h) Executive Order 12372 - not applicable.

8. AFFIRMATIVE MARKETING

Not applicable due to the nature of the activity (HOMEBUYER program).

9. CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the activity (HOMEBUYER program).

10. REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, Interest, Taxes and Insurance (PITI)) and to pay closing costs and part of the downpayment amount, if necessary. The HOME funds shall be disbursed by the COUNTY at the time of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Ownership assistance funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

1. REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3288 1210
SEMIMOLE CO. FL
OFFICIAL RECORDS
BOOK

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occur: (1) borrower sells, transfers or disposes of the assisted unit (by including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of X ten (10), twenty (20) or thirty (30) years, as applicable.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

SEMINOLE COUNTY, FLORIDA

WITNESS:

Mary Montzaris
MARY MONTZARIS

Carv E. Kaiser County Manager

Date: 8/11/97

WITNESSES

[Signature]
Chino Spiggle

HOMEBUYER

[Signature]
1936 LEG. Rd. Ste. 106
MILWAUKEE, FL. 32708

Date: 6/24/97

OFFICIAL RECORDS
BOOK
3288
1211
SEMINOLE
FL

NOTARY AS TO HOMEBUYER(S):

STATE OF)

COUNTY OF)

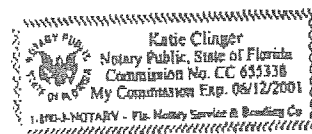
The foregoing instrument was acknowledged before me this 29TH day of JUNE 1997, by ELNORA A. CHAPMAN, who is personally known to me or who has produced FL. DRIVER'S LIC. as identification.

Katie Clinger

Print Name KATIE N. CLINGER

Notary Public in and for the County and State Aforementioned.

My commission expires: 11/12/2001



SATISFACTION OF SECOND MORTGAGE

This document is signed by Seminole County, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the 24th day of June, 1994 from Michael Roberts, a single man, Mortgagor to Seminole County, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of Three Thousand Dollars and no 00/100 (\$3,000.00) which mortgage is recorded in Official Records Book 2790, Page 1493, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of Three Thousand Dollars and no 00/100 (\$3,000.00) secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this ____ day of August, 2003.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By: _____
Daryl G. McLain, Chairman

Date: _____

For the use and reliance
Of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by the
Board of County Commissioners
at their _____,
2003, regular meeting.

County Attorney

Return to: 94M.03029 C

This Instrument Prepared By: LINDALEE ANDERSON

SOUTHEAST TITLE

Group, Inc.
Address: 2500 Maitland Center Parkway, #409
Maitland, FL 32751

29
4.00

OFFICIAL RECORDS
BOOK PAGE
2790 1493
SEMINOLE CO. FL.

SECOND MORTGAGE DEED

THIS SECOND MORTGAGE DEED, executed the 24th day of JUNE, 1994, A.D., by MICHAEL ROBERTS, A SINGLE MAN, hereinafter called the Mortgagor, to Seminole County ("The County"), a political subdivision of the State of Florida, with permanent address at 1101 E. First Street, Sanford, Florida 32771, hereinafter called the Mortgagee:

(whenever used herein the terms of "Mortgagor" and "Mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" include all the notes herein described if more than one.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,000.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances except:

A valid purchase money first mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO
SEMINOLE COUNTY
AND IS EXEMPT FROM PAYMENT OF
INTANGIBLE PERSONAL PROPERTY
TAX AND DOCUMENTARY STAMP EXCISE
TAX ON DOCUMENTS PURSUANT TO
SECTIONS 420.513(1) AND 199.185(l)(d)
FLORIDA STATUTES

MARYANNE MORSE
CLERK OF CIRCUIT COURT

592074

SEMINOLE COUNTY FL
RECORDED & VERIFIED
94 JUN 27 PM 4:00

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
Morse
DEPUTY CLERK

JUN 27 2003

44
44

ANY DEFAULT in any mortgage note, or lien of record, including, but not limited to the Second Mortgage note and the First Mortgage approved herein, shall constitute a default under this instrument. The institution of a mortgage or lien foreclosure legal proceeding shall be one basis authorizing the Mortgagee to declare a default.

PROVIDED ALWAYS, that is said Mortgagor shall pay unto said Mortgagee the certain Second Mortgage Note hereinafter substantially copied or identified, to-wit;

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

AND the Mortgagor shall perform, comply with and abide by each and every one of the agreements, stipulations, conditions and covenants thereof, and of this Mortgage, then this Mortgage and the estate hereby created, shall cease, determine and be null and void.

AND the Mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this Mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property to permit, commit or suffer no waste, impairment or deterioration of said land or the improvement thereon at any time; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this Mortgage, or either; to perform, comply with and abide by each and every one of the agreements, stipulations, conditions and covenants of said note and this Mortgage, or either. In the event the Mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this Mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from the date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

If each and every one of the agreements, stipulations, conditions and covenants of said note and this Mortgage, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this Mortgage accrued or thereafter accruing.

Provided that, as provided in the Second Mortgage Note attached hereto as Exhibit "B", no payments shall be required on this Second Mortgage as long as this property remains occupied by the Mortgagor, and said property is not leased, rented, subleased or refinanced, should the property remain owner-occupied and not be rented, leased or subleased for a period of twenty (20) years, then this Second Mortgage shall be forgiven in full and released from the public records. Should this provision be violated, a default shall be declared and the entire amount shall be immediately due and payable, plus interest at the rate of three percent (3%) per annum from the date of execution herein.

OFFICIAL RECORDS
BOOK PAGE
2790 1494
SEMINOLE CO. FL.

This Mortgage shall be subordinate to a First Mortgage on this property, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day year first above written.

Signed, sealed and delivered
in the presence of:

MORTGAGOR:

Printed Name: Shelley R. McClurg

Printed Name: Michael Roberts
MICHAEL ROBERTS

1426 MARA COURT
SANFORD, FLORIDA 32771

Printed Name: _____

Printed Name: _____

CHRISTINE Y. BROOKS

Printed Name: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this 24th day of June, 1994, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared MICHAEL ROBERTS, A SINGLE MAN who executed the foregoing instrument and who acknowledged before me that he ~~personally~~ executed the same and are personally known to me or have produced DRIVERS LICENSE as identification and who did not take an oath.
WITNESS my hand and official seal in the County and State last aforesaid.



Notary Public, State of Florida
SHELLEY R. MCCLURG
My Comm. Exp. Sept. 27, 1996
Comm. No. CG 231667

Printed Name: - Notary Public
Commission Expires: Shelley R. McClurg

OFFICIAL RECORDS
BOOK PAGE
2790 1495
SEMINOLE CO. FL.

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 146, SAN LANTA, THIRD SECTION, ACCORDING TO THE PLAT THEREOF
AS RECORDED IN PLAT BOOK 13, PAGE 75, PUBLIC RECORDS OF SEMINOLE
COUNTY, FLORIDA.

OFFICIAL RECORDS
BOOK PAGE
2790 1496
SEMINOLE CO. FL.

This Instrument Prepared By: LINDALEE ANDERSON

SOUTHEAST TITLE

Group, Inc.
Address: 2500 Maitland Center Parkway, #409
Maitland, Fl. 32751

OFFICIAL RECORDS
BOOK PAGE
2790 1497
SEMINOLE CO. FL.

EXHIBIT "B"

SECOND MORTGAGE NOTE

AMOUNT: \$3,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of THREE THOUSAND DOLLARS AND 00/100'S (\$3,000.00). The said principal shall be payable in lawful money of the United States of America to the County at 1101 E. First Street, Sanford, Florida, 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of Twenty (20) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default occurs, the Second Mortgage Note shall be due and payable in full, along with interest at the rate of three percent (3%) per year. Payment in full shall be made within thirty (30) days of the declaration of default.
- B. This debt shall be permanently forgiven then twenty (20) years after the date of the execution of this Note. The purpose of this provision is to ensure that the subject home and property are owner-occupied for a period of at least twenty (20) years.

This Note incorporates, and is incorporated into, the Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

DEFAULT

The maker of this Note or its successors shall be in default under any one or more of the following conditions:

1. The sale of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.

THIS MORTGAGE IS GIVEN TO
SEMINOLE COUNTY
AND IS EXEMPT FROM PAYMENT OF
INTANGIBLE PERSONAL PROPERTY
TAX AND DOCUMENTARY STAMP EXCISE
TAX ON DOCUMENTS PURSUANT TO
SECTIONS 420.513(1) AND 199.185(1)(d)
FLORIDA STATUTES

2. Leasing, renting or refinancing of the property within ten (10) years of the date of execution of this Note and Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

OFFICIAL RECORDS
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2790 1498
SEMIHOLE CO. FL.

CONSEQUENCE OF DEFAULT

Default under this Note will trigger an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Mortgage of even date, and the entire remaining unpaid principal balance will be due in full immediately upon default. The accelerated amount due shall accrue interest, from the date of execution of this Note until the date of full payment, at the same rate as the First Mortgage on this property. Holder's failure to exercise the default provision under this Note shall not constitute waiver of the right to exercise same in the event of a subsequent default.

MISCELLANEOUS PROVISIONS

This Mortgage Note shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, of even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part thereof.

Each person liable hereon whether maker or enforcer, hereby waives procontment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

MORTGAGOR:

Printed Name: Shelley R. McClurg

Printed Name: Michael Roberts
MICHAEL ROBERTS

1426 MARA COURT
SANFORD, FLORIDA 32771

Printed Name: CHRISTINE Y. BROUSE

Printed Name: _____

Printed Name: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this 24th day of June, 1994, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared MICHAEL ROBERTS, A SINGLE MAN, who executed the foregoing instrument and who acknowledged before me that he executed the same and are personally known to me or have produced DRIVERS LICENSE as Identification and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.



Notary Public, State of Florida
SHELLEY R. MCCLURG
My Comm. Exp. Sept. 27, 1998
Office No. 00 831687

Printed Name: - Notary Public
Commission Expires: Shelley R. McClurg

OFFICIAL RECORDS
BOOK PAGE
2790 1499
SEMINOLE CO. FL.

Borrowers' Certification and Authorization

CERTIFICATION

The Undersigned certify the following:

1. I/We have applied for a mortgage loan from FIRST FIDELITY MORTGAGE, INC.. In applying for the loan, I/We completed a loan application containing various information on the purpose of the loan, the amount and source of the downpayment, employment and income information, and the assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentations in the loan application or other documents, nor did I/We omit any pertinent information.
2. I/We understand and agree that FIRST FIDELITY MORTGAGE, INC. reserves the right to change the mortgage loan review processes to a full documentation program. This may include verifying the information provided on the application with the employer and/or the financial institution.
3. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

AUTHORIZATION TO RELEASE INFORMATION

To Whom It May Concern:

1. I/We have applied for a mortgage loan from FIRST FIDELITY MORTGAGE, INC.. As part of the application process, FIRST FIDELITY MORTGAGE, INC. and the mortgage guaranty insurer (if any), may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
2. I/We authorize you to provide to FIRST FIDELITY MORTGAGE, INC. and to any investor to whom FIRST FIDELITY MORTGAGE, INC. may sell my mortgage, any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income; bank, money market and similar account balances; credit history; and copies of income tax returns.
3. FIRST FIDELITY MORTGAGE, INC. or any investor that purchases the mortgage may address this authorization to any party named in the loan application.
4. A copy of this authorization may be accepted as an original.

Borrower Signature

Michael Roberts
MICHAEL ROBERTS

Co-Borrower Signature

SSN: 264-15-0283

Date:

6/10/03

SSN:

Date:

SATISFACTION OF SECOND MORTGAGE

This document is signed by Seminole County, a political subdivision, Mortgagee, who is the owner and holder of, and has not transferred, assigned, pledged, or otherwise encumbered any interest in, the following described mortgage:

Mortgage dated the **17th** day of **April, 1998** from **Joshua Strobridge**, a single person, Mortgagor to Seminole County, a political subdivision, Mortgagee, securing that certain promissory note in the original principal amount of **Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00)** which mortgage is recorded in Official Records Book **3417**, Page **1088**, Public Records of Seminole County, Florida, encumbering certain property situated in Seminole County, Florida, as more particularly described in the Mortgage ("Property"); and

That the Note and Mortgage in the sum of **Three Thousand Five Hundred Dollars and no 00/100 (\$3,500.00)** secured to Mortgagor the aforementioned sum as (downpayment assistance/rehabilitation assistance/emergency repair assistance) through Mortgagee's Community Development Block Grant Affordable Housing Assistance Program; and

That Mortgagee hereby acknowledges satisfaction of the Note and Mortgage, does hereby surrender the Note and Mortgage as canceled, releases the Property from the lien of the Mortgage, and directs the Clerk of the Circuit Court in and for Seminole County to cancel the same of record.

IN WITNESS WHEREOF, the Mortgagee has executed these presents this ____ day of **April**, 2003.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By: _____
Daryl G. McLain, Chairman

Date: _____

For the use and reliance
Of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by the
Board of County Commissioners
at their _____,
2003, regular meeting.

County Attorney

45
6

Seminole County Homeownership Assistance Program

Shane
665-7420
JAC
465-7366
Anne Knight
407-699-6413
465-7370

Second Mortgage Deed.

THIS SECOND MORTGAGE DEED is hereby made and entered into the 17th day of APRIL 1998 by and between Joshua Strebidge, a single person, hereinafter referred to the "Mortgagor" and Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "Mortgagee."

(Whenever used herein the terms of "Mortgagor" and "Mortgagee" include all parties to this instrument, the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations; and the term "note" include in all the notes herein described if more than one exists.)

WITNESSETH, that for good and valuable consideration, and also in consideration of the aggregate sum named in the Second Mortgage Note of even date herewith (\$3,500.00), hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, premises, conveys and confirms unto the Mortgagee all the certain land of which the Mortgagor is now seized and in possession situated in Seminole County, Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the Mortgagee, in fee simple.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby full warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free land clear of all encumbrances except:

A valid purchase money First Mortgage approved by Mortgagee.

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by.
AFTER RECORDING RETURN TO:
S.H.I.P. HOMEBUYER ASSISTANCE
PROGRAM - ATTN: SHARON SELF
4520 S. HWY 17-92
CASSELBERRY, FL 32707

OFFICIAL RECORDS
BOOK
PAGE
3417 1088
SEMINOLE CO. FL

MARYANNE MORRIS
CLERK OF COUNTY CLERK
197660

RECORDED & VERIFIED
1998 MAY -6 PM 3:46

Should the land remain owner-occupied and not be rented, leased or subleased for ten (10) years then this Second Mortgage shall be forgiven in full and a release filed in the public records of Seminole County, Florida. Should this aforementioned provision be violated, a default shall be declared, and the entire amount shall be immediately due and payable. **THE FULL AMOUNT OF THE SECOND MORTGAGE SHALL BE DUE ON SALE, LEASE, IF THE SALE, LEASE, TRANSFER OR REFINANCING OCCURS IN LESS THAN TEN (10) YEARS.** Mortgagor shall repay the loan amount of **Three Thousand Five Hundred dollars and 00/100(\$3,500.00)** to Mortgagee in full, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

This Mortgage shall be subordinate to a valid purchase money First Mortgage on this land, subject to the notification and approval of Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has here unto signed and sealed these presents the day and year first above written.


WITNESS: SUSAN A. PERRY

Print Name:


WITNESS: JAN BENSON

Print Name:

Print Name:

Print Name:


Print Name: Joshua Strobridge

Print Name:

Print Name:

Print Name:

SEMINOLE CO. FL


3417 1090

BOOK PAGE

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this 17th day of APRIL, 1998
before me, an officer duly authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared JOSHUA STROBRIDGE
and _____, who executed the foregoing instrument and who
acknowledge before me that he/she/they executed the same and are personally known
to me or have produced FLORIDA DRIVER LICENSE as identification and who did/
did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.


Name: SUSAN A. PERRY
Notary Public
Serial Number
Commission Expires:

OFFICIAL RECORDS
BOOK PAGE
3417 1091
SEMINOLE CO. FL



SUSAN A. PERRY
My Commission CC439022
Expires Feb. 15, 1999
Bonded by HAI
800-422-1555

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 1, BLOCK 11, WEATHERSFIELD, FIRST ADDITION, ACCORDING TO THE
PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGES 66 & 67, OF THE
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

OFFICIAL RECORDS
BOOK
3417 1092
SEMINOLE CO. FL

Seminole County Homeownership Assistance ProgramEXHIBIT "B"
SECOND MORTGAGE NOTEAMOUNT: \$3,500.00

FOR VALUE RECEIVED, the undersigned (jointly and severally, if more than one) promises to pay Seminole County ("The County"), a political subdivision of the State of Florida, or order, the manner hereinafter specified, the sum of **Three Thousand Five Hundred Dollars and 00/100 (\$3,500.00)**. The said principal shall be payable in lawful money of the United States of America to the County at 1101 East First Street Sanford, Florida 32771, or at such a place as may hereafter be designated by written notice from the holder to the maker hereof. This Note and Mortgage securing same shall be for a period of ten (10) years, beginning on the date of execution of this Note and accompanying Mortgage. Repayment of this Note shall take place in the following manner:

- A. If a default of the First Mortgage occurs, the Second Mortgage Note shall be due and payable in full.
- B. No payment shall be required during the term of this Note, and this debt shall be permanently forgiven ten (10) years after the date of the execution of this Note provided no condition of default has occurred. This provision shall ensure that the subject home and property is not sold, leased, transferred or refinanced and remains owner-occupied for a period of at least ten (10) years after execution of this Note.
- C. If the property is sold, leased, transferred or refinanced prior to ten(10) years after the purchase, the full payment shall be due on sale, lease, transfer or refinancing less any available forgiveness as set forth in the recapture provisions of the Federal Regulations in effect at the time of default.

This Note incorporates, and is incorporated into, the Second Mortgage Deed of even date on the following described property.

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

DEFAULT

The maker of this Note or its successors shall be in default upon occurrence of one or more of the following conditions:

OFFICIAL RECORDS
BOOK PAGE
3417 1093
SEMINOLE CO. FL

THIS MORTGAGE IS GIVEN TO SEMINOLE COUNTY AND IS EXEMPT FROM PAYMENT OF INTANGIBLE PERSONAL PROPERTY TAX AND DOCUMENTARY STAMP EXCISE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513(1) AND 199.185(1)(d), FLORIDA STATUTES

This instrument was prepared by:
AFTER RECORDING RETURN TO:
S.H.L.P. HOMEBUYER ASSISTANCE
PROGRAM - ATTN: SHARON SELF
4590 S. US HWY 1
CASSELBERRY, FL 32707

1. The sale, transfer or refinancing of the subject home and real property, within ten (10) years of execution of this Note, by maker or maker's successors.
2. Leasing or renting of the property within ten (10) years of the date of execution of the Note and Second Mortgage.
3. The destruction or abandonment of the home on the subject property by maker or maker's successors.
4. Failure to pay applicable property taxes on subject property and improvements.
5. Failure to maintain adequate hazard insurance on subject property and improvements.
6. Failure to comply with the terms and conditions of the accompanying Second Mortgage Deed of even date.
7. Failure to comply with the terms and conditions of the First Mortgage securing the property.

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CONSEQUENCE OF DEFAULT

The occurrence of a default as set forth hereinabove shall cause an acceleration of the remaining unpaid principal balance evidenced herein and secured by an accompanying Second Mortgage of even date, and the entire remaining unpaid balance shall be due in full immediately, less any available forgiveness as provided in the recapture provisions of the Federal regulations in effect at the time of default.

MISCELLANEOUS PROVISIONS

This Second Mortgage shall be subordinate to a First Mortgage as approved by the County.

This Note is secured by a Mortgage on real estate, or even date herewith, made by the maker in favor of the said holder, and shall be construed and enforced according to the laws of the State of Florida. The terms of said Mortgage are by this reference made a part hereof.



Each person liable hereon whether maker or enforcer, hereby waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including reasonable attorney's fees, whether suit be brought or not, if, after maturity of this Note or default hereunder, or under said Mortgage, counsel shall be employed to collect this Note or to protect the security of said Mortgage.

Whenever used herein the term "holder", "maker" or "payee" should be construed in the singular or plural as the context may require or admit.

In the event of foreclosure, County reserves the right of first refusal on the property.

IN WITNESS WHEREOF, the said Mortgagor has hereunto signed and sealed these presents the day and year first above written.

Print Name:

Print Name: Joshua Strobridge

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

**STATE OF FLORIDA
COUNTY OF SEMINOLE**

I HEREBY CERTIFY that on this 17th day of APRIL, 1998 before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JOSHUA STROBRIDGE and _____, who executed the foregoing instrument and who acknowledge before me that he/she/they executed the same and are personally known to me or have produced FLORIDA DRIVER LICENSE as identification and who did/ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid.



SUSAN A. PERRY
My Commission Expires Feb. 15, 1999
Granted by HAN
800-422-1555

Name: _____
Notary Public
Serial Number _____
Commission Expires: _____

SUSAN A. PERRY

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SEMINOLE COUNTY
HOME PROGRAM
HOMEBUYER PROGRAM ASSISTANCE AGREEMENT

Applicant(s): JOSHUA STROBRIDGE
Property Address: 499 CLEMSON DRIVE, ALTAMONTE SPRINGS, FL 32714

This Agreement is entered into this 8TH day of FEBRUARY 19 98 by and between Seminole County, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 (hereinafter "COUNTY") and JOSHUA STROBRIDGE, A SINGLE PERSON,

(hereinafter "HOMEBUYER").

WITNESSETH:

1. USE OF HOME FUNDS

WHEREAS, the COUNTY has received HOME funds appropriated by the National Affordable Housing Act of 1990, as amended, through the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to be expended in accordance with HOME Investment Partnership Acts (42 U.S.C. 12701 et seq), as amended by the Housing and Community Development Act of 1992 and the Multifamily Property Disposition Reform Act of 1994; and

WHEREAS, the COUNTY has agreed to use HOME funds to assist qualified homebuyers with downpayment, closing costs, and/or interest rate buy-down assistance through its subrecipient organization hereby known as Greater Seminole County Chamber of Commerce and meet the requirements as set forth in 24 CFR Part 92 as amended or waived by HUD.

2. AFFORDABILITY

The property which is the subject of this Agreement shall remain affordable in accordance with COUNTY guidelines for a term as specified in a second mortgage note and deed which shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

3. REPAYMENTS

The COUNTY shall provide a Deferred Payment Loan in an amount up to \$3,500.00 at 0% until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies.

4. UNIFORM ADMINISTRATIVE REQUIREMENTS

Not applicable as the HOMEBUYER is not a subrecipient or state recipient.

5. PROJECT REQUIREMENT

The COUNTY and the HOMEBUYER agree to comply with HOME regulations as set forth in 24 CFR Part 92 Subpart F, as follows:

(a) The HOMEBUYER(s) have certified that the property shall be his/her/their principal residence and that, at the time of application and approval, his/her/their annual income does not exceed eighty percent (80%) of the median income for the area, as determined by HUD, with adjustments for family size.

(b) The property is located within the geographical areas of Seminole County, Florida and has an after rehabilitation or construction appraised value equal to or less than ninety-five percent (95%) (90% when used with SHIP funds) of the median sales price of the area. The COUNTY through Greater Seminole County Chamber of Commerce has reviewed the household income and property value requirements in accordance with the HOME Program requirements and determined the project eligible for funding.

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The HOMEBUYER shall maintain the property, including payment of property taxes and homeowners insurance, during the term of affordability.

c HOUSING AND QUALITY STANDARDS

The property at the time of initial occupancy by the HOMEBUYER shall meet Section 8 Housing Quality Standards (HQS) and the local building codes and regulations of the COUNTY. The COUNTY has inspected the property and has determined the project eligible for funding.

d OTHER PROGRAM REQUIREMENTS

The Homeowner shall comply with all applicable Federal laws and regulations as described in HUD guidelines at 24 CFR Part 92 Subpart H. The regulations are provided below. Applicable regulations are so noted.

- a) Equal opportunity and fair housing ☐ Applicable ☒ Not Applicable (one unit)
- b) Environmental review ☐ Applicable ☒ Not Applicable
- c) Displacement, relocation and acquisition

☐ Not Applicable (activity funded is downpayment, closing cost or interest rate buy-down assistance on a newly constructed unit; therefore no displacement, relocation and acquisition occurred pursuant to Federal rules).

☒ Applicable (Activity is downpayment, closing cost or interest rate buy-down assistance for the purchase of an existing unit. Appropriate notices have been issued. Certification has been provided/executed ensuring that property was not occupied by a tenant and that the owner has been voluntarily displaced by choice.

e Lead paint

☒ Applicable (Home built prior to 1978. Lead-based paint notice has been provided and unit evaluated for lead-based paint existence.)

☐ Not Applicable (Unit built during or after 1978.)

- f Condition of interior - no condition found
- g Condition and operation - not applicable
- h Flood insurance
- i Executive Order 12812 - not applicable.

f AFFIRMATIVE MARKETING

Not applicable due to the nature of the county HOMEBUYER program.

g CONDITIONS FOR RELIGIOUS ORGANIZATION

Not applicable due to the nature of the county HOMEBUYER program.

h REQUESTS FOR DISBURSEMENT OF FUNDS

The HOMEBUYER agrees that the funds shall only be used to subsidize a private loan to lower the borrower's monthly housing costs (Principal, interest, taxes and insurance (PTI)); and to pay closing costs and any of the corresponding expenses, if necessary. The HOME funds shall be disbursed by the COUNTY at the rate of loan closing.

Should rehabilitation be included in the HOME assistance, the HOMEBUYER agrees that any work performed by a contractor in accordance with this Agreement shall be performed pursuant to a written contract in the form required by the COUNTY. Further, the unit shall be inspected by the COUNTY for compliance with COUNTY housing and other local codes and regulations.

Disbursement of HOME funds shall not be disbursed prior to completion of work and acceptance of the same by the COUNTY.

i REVERSION OF ASSETS

Not applicable as the homeowner is not a subrecipient.

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SEMINOLE CO. FL

QUALITY UNSATISFACTORY
FOR MICROFILMING

2. RECORDS AND REPORTS

The COUNTY and HOMEBUYER shall complete all reports and maintain documentation, as applicable in accordance with 24 CFR Part 92 and Florida Statutes for a period of three (3) years from the end of the affordability term.

3. ENFORCEMENT OF THE AGREEMENT

The loan shall be evidenced by a Promissory Note and secured by a Mortgage on the property. Failure by the HOMEBUYER to comply with the terms of this Agreement and the loan documents shall be considered a default and appropriate legal action taken.

4. DURATION OF THE AGREEMENT

This Agreement shall be in effect until the first of the following events occurs: (1) borrower sells, transfers or disposes of the assisted unit (by, including but not limited to, sale, transfer, bankruptcy or foreclosure); (2) the borrower no longer occupies the unit as his principal residence; or (3) the borrower dies, or if a married couple, the survivor dies, or for a period of ten (10) years.

5. OTHER PROVISIONS

Neither party hereto shall discriminate against any person or group of persons on account of race, sex, creed, color or national origin in the performance of this Agreement.

Nothing contained in this Agreement, or any act of the COUNTY or the HOMEBUYER shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal or agent, limited or general partnership, joint venture or any association or relationship involving the COUNTY.

WITNESS:

Mary Mangano

Gary E. Kaiser
County Clerk

Date:

4/2/98

WITNESSES AS TO HOMEBUYER:

Carol Miller
Christine Brooks

HOMEBUYER

[Signature]
Date 2-8-98

NOTARY AS TO HOMEBUYER:

SEMINOLE COUNTY, FLORIDA

STATE OF FLORIDA

COUNTY OF

Document Prepared By & Return To:
(AFTER RECORDING)

SHIP Home Ownership Assistance Program
c/o The G. Walter Saunders County
Chamber of Commerce
4530 South Highway 17-82
Casselberry, FL 32707

The foregoing instrument was acknowledged before me this

Joshua Strobridge

8th day of February, 1998, who is personally known to me or who has produced

as identification.

Christine Brooks

Full Name Christine Y Brooks

Notary Public in and for the County and State aforementioned

My commission expires:

QUALITY UNSATISFACTORY
FOR MICROFILMING

Christine Y Brooks
Commission CC705988
Expires January 2, 2002

Form 9-98

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5/6/98